

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000200694
EZ Way Inc
PO Box 89
Clarinda IA 51632
USA

Contract ID 0000000000000000000000000023202		Page 1 of 4
Contract Dates 10/01/2012 to 09/30/2015	Origin CPS	
Description: CPS-SMART STANDS & ACCESSORIES	Contract Maximum \$9,999,999.99	
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		400 LB SMART STAND	EA	3,568.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10 YEAR FRAME WARRANTY, 3 YEAR COMPONENT WARRANTY, 3 POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI PINCH FEATURE, 24 HOUR SERVICE HOTLINE, 2 BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ-WAY #S400PN				
2		400 LB SMART STAND WITH SCALE.	EA	4,388.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, WEIGHT OVERLOAD PROTECTION, WEIGHT RECALL, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10 YEAR FRAME WARRANTY, 3 YEAR COMPONENT WARRANTY, 3 POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI PINCH FEATURE, 24 HOUR SERVICE HOTLINE, 2 BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ-WAY #S400PS				
3		500 LB SMART STAND	EA	4,016.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10 YEAR FRAME WARRANTY, 3 YEAR COMPONENT WARRANTY, 3 POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI PINCH FEATURE, 24 HOUR SERVICE HOTLINE, 2 BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ-WAY #S500PN				
4		500 LB SMART STAND WITH SCALE	EA	4,736.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, WEIGHT OVERLOAD PROTECTION, WEIGHT RECALL, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10 YEAR FRAME WARRANTY, 3 YEAR COMPONENT WARRANTY, 3 POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI PINCH FEATURE, 24 HOUR SERVICE HOTLINE, 2 BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ-WAY #S500PS				
5		600 LB SMART STAND	EA	3,431.25000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10 YEAR FRAME WARRANTY, 3 YEAR COMPONENT WARRANTY, 3 POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI PINCH FEATURE, 24 HOUR SERVICE HOTLINE, 2 BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ-WAY #S600PN				
6		600 LB SMART STAND WITH SCALE	EA	4,181.25000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, WEIGHT OVERLOAD PROTECTION, WEIGHT RECALL, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10 YEAR FRAME WARRANTY, 3 YEAR COMPONENT WARRANTY, 3 POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI PINCH FEATURE, 24 HOUR SERVICE HOTLINE, 2 BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ-WAY #S600PS				
7		800 LB SMART STAND	EA	6,824.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10 YEAR FRAME WARRANTY, 3 YEAR COMPONENT WARRANTY, 3 POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI PINCH FEATURE, 24 HOUR SERVICE HOTLINE, 2 BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ-WAY #S800PN				

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Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
8		800 LB SMART STAND WITH SCALE	EA	7,980.00000	0.00	0.00

BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, WEIGHT OVERLOAD PROTECTION, WEIGHT RECALL, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10 YEAR FRAME WARRANTY, 3 YEAR COMPONENT WARRANTY, 3 POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI PINCH FEATURE, 24 HOUR SERVICE HOTLINE, 2 BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ-WAY #S800PS

9		MISC ACCESSORIES, REPOSITION SUPPLIES, SLINGS, AND HARNESS STRAPS	EA	0.01000	0.00	0.00
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SEE ATTACHED PRICE LIST

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR EZ WAY SMART STANDS AND ACCESSORIES ISSUED AUGUST 30, 2012 AND VENDOR'S RESPONSE DATED SEPTEMBER 12, 2012.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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Description: CPS-SMART STANDS & ACCESSORIES	Contract Maximum \$9,999,999.99	
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #:

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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

SALES POC INFORMATION:
HEATHER McCORMICK
712-542-5102
sales@ezlifts.com

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY, ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT,
TELEPHONE 802-828-4635,
FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

CHANGE #01 - 07-03-2014 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO SEPTEMBER 30, 2015 AT THE SAME PRICES.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 06/09/2014 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

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Phone #:

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CONTRACTOR CERTIFIED UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____